The court treated the action as if it were a bill for specific performance, and *held,* that since the formation of the new land was not due solely to *natural* processes, the plaintiff's title was doubtful; hence, the court would not compel defendant to acept it.—*Black* v. *American International Corporation,* (Pa. 1919) 107 Atl. 737.

That land formed by the gradual and imperceptible deposit of alluvion in a stream belongs to the owner of the adjacent land to which it is attached was settled long ago.—*Gifford* v. *Yarborough,* (1828) 5 Bing. 163; *Warren* v. *Chambers,* 25 Ark. 120. The cases are agreed that the riparian owner acquires no new land which was not formed gradually and imperceptibly, but there has been some discussion as to whether or not the deposit of alluvion must have been caused solely by natural processes; i. e., as to the effect of the presence of artificial conditions aiding the accretions. In *Halsey* v. *McCormick,* 18 N. Y. 147, the court said *obiter,* "I find no such distinction in the books. If by some artificial structure or impediment in the stream, the current should be made to impinge more strongly against one bank, causing it imperceptibly to wear away, and causing a corresponding accretion on the opposite bank, I am not prepared to say that the riparian owned would not be entitled to the alluvion thus formed, especially as against the party who caused it." It was held in *Tatum* v. *St. Louis,* 125 Mo. 647, that the "riparian owner is entitled to the land formed by gradual and imperceptible accretions from the water, regardless of the cause which produced it. This right he cannot be deprived of by the acts of others over whom he has no control and for which he is in no way responsible." And Mr. Justice Swayne in *St. Clair County* v. *Lovingston,* 23 Wall. 66, referring to accretions caused by artificial obstructions, said, "The proximate cause was the deposits made by the water. * * * Whether the flow of the water was natural or affected by artificial means is immaterial." To the same effect is *Adams* v. *Frothingham,* 3 Mass. 352. And the Supreme Court of Tennessee decided that a riparian owner is the owner of accretions to his banks, even though those accretions are caused, or greatly accelerated, by the action of the city and the public in making such banks its dumping grounds. *Memphis* v. *Waite,* 102 Tenn. 274. It should be noted that all of the above cases were ones in which the artificial obstructions or deposits were made by persons other than the riparian owner who was claiming the newly formed land. It is clear that the riparian owner will not be permitted to increase his estate by creating an artificial condition for the purpose of effecting such increase. *Halsey* v. *McCormick, supra; Attorney General* v. *Chambers,* 4 D. G. & J. 55, 69; and see *Lovingston* v. *St. Clair County,* 64 Ill. 56. It is also evident that the major portion of the new land must be formed by the deposit of alluvion, and must not consist of the artificial matter deposited by human agencies. Just what proportion of the new land must consist of alluvion is, of course, incapable of determination by any rule of thumb, and for this reason the court in the principal case was justified in refusing the plaintiff relief. See *Sebring* v. *Mersereau,* 9 Cow. (N. Y.) 344.

PAUPERS—"POOR PERSONS"—CONTRIBUTION FOR SUPPORT.—In a proceeding to make defendants, parents of an alleged pauper, contribute money for his

support, where it appeared that the son owned an undivided one-eighth interest in farm lands worth $6,600, free from all incumbrances save a life estate of a woman 58 years old and in ill health, and that he had made no effort to borrow on or sell such interest, *held,* that, under Section 2252 of the Iowa Code, the trial court should have set aside the verdict against defendants, or have sustained their plea in abatement and deferred the question of contribution until said property was disposed of under direction of the court, or it became apparent that disposition was impossible. *Polk County* v. *Owen,* (Ia., 1919), 174 N. W. 99.

It will be noticed that the court did not reverse its former holdings that where the alleged pauper is possessed of some property it will be a question of fact whether, despite such ownership, he is a poor person within the meaning of the statute. *Jasper County* v. *Osborn,* 59 Ia. 208. Here the court simply sets aside a verdict as being against the evidence. No doubt the decision was partly influenced by the presence of a statutory definition of "poor persons," who are stated to be "those who have no property, exempt or otherwise, and are unable, because of physical or mental disabilities, to earn a living by labor." Yet the courts have inclined to relax the rigidity of the statute by holding that the test is whether one be without property which can aid in his support or out of which funds may be realized for his maintenance. *Hamilton* v. *Hollis,* 141 Ia. 477; *Wallingford* v. *Southington,* 16 Conn. 431. Cf. *Peters* v. *Town of Litchfield,* 34 Conn. 264. The rule has been laid down in some cases that, where a person is possessed of property not absolutely indispensable for daily use, he must apply it to his support by sale or security, and cannot, while possessing such property, be regarded as a pauper. *Ettrick* v. *Bangor,* 84 Wis. 256. In 30 Cyc. 1065 appears the above rule together with what is said to be a different one, but it is submitted that in the last analysis the two rules mean practically the same thing. This may account for the apparent lack of harmony in the Connecticut cases therein cited. For a different statement of the rule in the *Ettrick* case, *supra,* see *Poplin* v. *Hawke,* 8 N. H. 305.

SALES—UNPLANTED CROPS SUBJECT TO SALE.—By agreement purporting to be a present and absolute sale, Klinke contracted, on March 3rd, 1917, to deliver to Hamilton his entire crop of 1917 beans from 30 acres of a certain tract, at a stipulated price, by October 30, 1917. The beans were not planted until the following June; K. failed to deliver same to H. as agreed, but executed a chattel mortgage on the crop to Hatton, the other defendant herein. The price having advanced, plaintiff, Hamilton, brings this action, after having the sheriff seize the beans. *Held*: the future crop was subject to sale and title passed. *Hamilton* v. *Klinke et al,* (Cal., 1919), 183 Pac. 675.

A sale is defined in the California Code as a "contract by which, for a pecuniary consideration called a price, one transfers to another an interest in property." Defendant here submitted that, as the property did not exist, title to it did not exist, and therefore could not be transferred, again quoting the California Code: "the subject of sale must be property the title to which can be immediately transferred from the seller to the buyer." The court